

IN RE:

CASE NO.: 18-21421-MBK  
CHAPTER 13

Heather M Pizza,

Debtor.

\_\_\_\_\_ /

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

MTGLQ INVESTORS, L.P.

Ditech Financial LLC

Name of Transferee

Name of Transferor

Name and Address where notices to Transferee should be sent:

Selene Finance LP

9990 Richmond Ave, Suite 400 South  
Houston, TX 77042

Court Claim # (if known): 4

Amount of Claim: \$245,992.99

Date Claim Filed: 8/13/2018

Phone: 877-735-3687

Phone: 888-298-7785

Last Four Digits of Acct #: 3360

Last Four Digits of Acct #: 0468

Name and Address where Transferee payments should be sent (if different from above):

Selene Finance LP - Attention Cashiering

P.O. Box 71243

Philadelphia, PA 19176-6243

Phone: 877-735-3687

Last Four Digits of Acct #: 3360

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Sindi Mncina

Date: 11/15/2018

Transferee/Transferee's Agent

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on November 15, 2018, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

John Zimnis  
Law Offices of Peter E. Zimnis  
1245 Whitehorse-Mercerville Road  
Suite 412  
Trenton, NJ 08619

Heather M Pizza  
1756 West McGalliard Avenue  
Hamilton, NJ 08610

Albert Russo  
Standing Chapter 13 Trustee  
CN 4853  
Trenton, NJ 08650-4853

U.S. Trustee  
US Dept of Justice  
Office of the US Trustee  
One Newark Center Ste 2100  
Newark, NJ 07102

RAS CRANE, LLC  
Authorized Agent for Secured Creditor  
10700 Abbott's Bridge Road, Suite 170  
Duluth, GA 30097  
Telephone: 470-321-7112  
Facsimile: 404-393-1425

By: \S\ Sindi Mncina  
Sindi Mncina  
Email: smncina@rascrane.com

Seiene Finance LP  
9990 Richmond Avenue  
Suite 400 South  
Houston, TX 77042



Temp-Return Service Requested

JOHN ZIMNIS  
1245 WHITEHORSE MERCERVILLE RD STE  
412  
TRENTON, NJ 08619-3831



9990 Richmond Avenue  
Suite 400 South  
Houston, TX 77042  
Telephone (877) 735-3637  
www.selenefinance.com

Hours of Operation (CT)  
Monday - Thursday: 8 a.m. - 9 p.m.  
Friday: 8 a.m. - 5 p.m.

#### SERVICING TRANSFER INFORMATION

09/13/2018

JOHN ZIMNIS  
1245 WHITEHORSE-MERCERVILLE RD  
SUITE 412  
TRENTON, NJ 08619

Selene Finance Account #: [REDACTED]  
Current UPB: \$214,168.12  
Mortgagor(s): HEATHER PIZZA  
CHRISTOPHER PIZZA  
Property: 1756 W MCGALLIARD AVE  
TRENTON, NJ 08610

Dear Mortgagor (s):

**Our records indicate the above referenced mortgagor(s) is/are either in bankruptcy or has/have received a discharge in bankruptcy. If the mortgagor(s) has/have received a discharge in bankruptcy, Selene fully acknowledges that the mortgagor(s) has/have no personal liability for the debt. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY.**

Welcome to Selene Finance LP ("Selene"). The servicing of your mortgage is transferring from Ditech Financial LLC to Selene. Please review the following important information regarding your account.

Effective 08/30/2018, please begin sending your mortgage payments to Selene using one of the options below.

Payment Options:	Mail	Phone
	Selene Finance LP Attention: Cashiering Department P. O. Box 71243 Philadelphia, PA 19176-6243	Loss Mitigation Department (877) 768-3759

\*Where allowed by state law, Selene charges a nonrefundable convenience fee of \$8.00 for payments made through the automated phone system or \$12.00 when made with an agent. No convenience fee will be assessed for payments made by mail, automatic payment service via ACH, or through www.selenefinance.com.

Please contact your insurance agent to ensure that Selene receives proof that your property is insured with a Hazard Policy and for Flood and Windstorm, where applicable. Please take the necessary steps to have all future bills and proof of insurance forwarded to the addresses below:

Insurance Department	Property Taxes
Selene Finance LP P. O. Box 461470 San Antonio, TX 78246 Tel: (866) 318-1084 Fax: (866) 816-6837	Selene Finance LP #11740 P. O. Box 9217 Coppell, TX 75019

Selene will send you a Billing Statement each month; however, if you do not receive the statement before your 09/01/2016 payment is due, please send your payment with one of the Temporary Coupons enclosed.

If more than one account is transferring to Selene, this letter refers only to account number [REDACTED]. Selene will send you a Welcome Letter and Temporary Coupons for each account. When making payments, please send the correct amount for each account and include the payment coupon(s) with your remittance.

If your previous servicer automatically drafted payments from your checking or savings account, this service is not transferable. Enclosed is an automatic drafting authorization form, which will allow you to establish an ACH draft with Selene. Please return the completed form to Selene Finance LP, Attention: Cashiering Department, P. O. Box 422039, Houston, TX 77242-4239. Please send payments by check or money order until Selene notifies you in writing that the automatic draft process is complete.

By January 31 of each year, Selene will provide an Annual Tax and Interest Statement for your IRS reporting for the portion of the previous year that Selene serviced your account.

If your account is currently escrowed for taxes and/or insurance, Selene is required by law to analyze your mortgage account. Selene will notify you in writing if your payment amount changes.

Premiums for mortgage life, accidental death, or disability insurance will not be transferred from your previous servicer. You may contact your carrier for arrangements to maintain your coverage through direct billing. Please contact your previous servicer if you are unsure of your carrier's name.

**NOTICE REGARDING REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA):** Please review the attached Notice of Assignment, Sale or Transfer of Servicing Rights. This is the official notification required by law from the transferee, Selene Finance LP. **That notice also includes important information about your consumer rights under federal and state law.**

**NOTICE REGARDING FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA):** Selene may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Partial Payment Policy -** Your lender may hold partial payments in a separate account until you pay the remainder of the payment, and then apply the full payment to your account. If this account is sold, your new lender may have a different policy.

Should you have questions, please contact Selene's Customer Service Department at (877) 735-3637 during the hours indicated above or visit our website at [www.selenefinance.com](http://www.selenefinance.com). Any written correspondence should be sent to Selene Finance LP, Attention: Customer Service Research, P. O. Box 421517, Houston, TX 77242. You may also contact Ditech Financial LLC at 1-800-643-0202, Monday - Thursday 8:00 a.m. to 8:00 p.m., Friday 8:00 a.m. to 5:00 p.m. PST.

Sincerely,

Selene Finance LP

Enclosure: Notice of Assignment, Sale, or Transfer of Servicing Rights; Notice of your Financial Privacy Rights; Authorization Agreement for Pre-Authorized Payments; Temporary Coupon

## NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Our records indicate the above referenced mortgagor(s) is/are either in bankruptcy or has/have received a discharge in bankruptcy. If the mortgagor(s) has/have received a discharge in bankruptcy, Selene fully acknowledges that the mortgagor(s) has/have no personal liability for the debt. **THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY.**

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold, or transferred from Ditech Financial LLC to Selene Finance LP, effective 08/30/2018.

The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 days before the effective date of transfer or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your previous servicer was Ditech Financial LLC. The business address for your previous servicer is P.O. Box 6172 Rapid City, SD 57709-6172. If you have any questions relating to the transfer of servicing from your previous servicer, call Ditech Financial LLC at 1-800-643-0202, Monday - Thursday 8:00 a.m. to 8:00 p.m., Friday 8:00 a.m. to 5:00 p.m. PST. This is a toll-free number.

Your new servicer is Selene Finance LP. The business address for your new servicer is 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042. The toll-free telephone number for your new servicer is (877) 735-3637. If you have any questions relating to the transfer of servicing to your new servicer call Selene Finance LP Customer Service Department toll-free at (877) 735-3637 Monday through Thursday from 8 a.m. to 9 p.m. and Friday from 8 a.m. to 5 p.m. CT.

The date that your previous servicer will stop accepting payments from you is 08/29/2018. The date that your new servicer will start accepting payments from you is 08/30/2018. Send all payments due on or after that date to your new servicer.

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner: premiums for mortgage life, accidental death, or disability insurance will not be transferred from your previous servicer. You may contact your carrier for arrangements to maintain your coverage by direct billing. Please contact your previous servicer if you are unsure of your carrier's name.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name, account number, and reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to Selene Finance LP, Attention Customer Service Department, P. O. Box 422039, Houston, TX 77242-4239.

Not later than 30 business days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-business-day period after receiving your request relating to a dispute regarding your payments, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

Selene Finance LP  
09/13/2018

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

**For Servicemembers and their Dependents:** The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.





SELENE FINANCE LP  
PREAUTHORIZED AUTOMATIC CLEARING HOUSE (ACH)  
DEBITS AGREEMENT (DIRECT WITHDRAWAL)

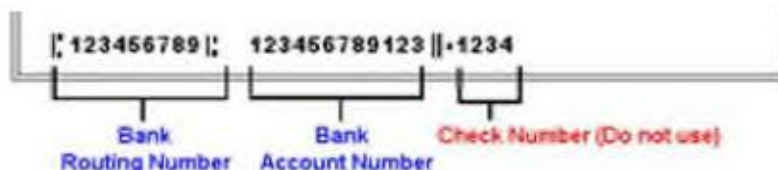
Mortgagor Name	Co-Mortgagor Name
Property Address	Phone
City, State, Zip	Selene Account # [REDACTED]

The undersigned hereby authorizes Selene Finance LP ("Selene") to initiate electronic transfers from my (our) account indicated below, and from the financial institution named below (the "Bank"), to debit the same from such account. If funds are mistakenly taken from my (our) account, I (we) authorize Selene to initiate a corrective (credit) entry, and provide such to the Bank.

*The name, address, account number and routing number of my (our) bank is:*

Bank Name	Bank Routing (ABA #) *
Address	Account #
City, State, Zip	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings

\* How to identify routing/aba # and account number on checks or deposit slips (checking or savings):



I (we) wish to have my (our) monthly contractual payment withdrawn by using the following option - please check one (1) option:

- Please note that your account must be current on the day we receive this completed enrollment form in order to begin the program.
- Also for all options, if your draft day falls on a weekend or holiday the funds will be withdrawn on the next business day.

**Payment Change**

If the regular monthly contractual payment changes per your note, Selene will provide written notification at least twenty-five (25) days prior to each scheduled payment change.

☐ **Option A Single Monthly Contractual Payment** This option will draft and apply twelve (12) contractual payments each calendar year. Upon receipt of this form, the draft will begin the next calendar month.





Choose a calendar day below and a payment will be withdrawn the same day each month:

Check one (1): ☐ Due Date ☐ 4 days after due date ☐ 9 days after due date ☐ 14 days after due date  
☐ Other \_\_\_\_\_ (but no later than 14 days after the due date) For example, if your due date is the 1st of the month and you choose 4 days after your due date, your payment will draft on the 5th of each month.

- To begin this option, this completed form must be received by Selene ten (10) days before your next payment is due.
- If the form is received after the ten (10) day period, you hereby authorize Selene to perform a One-Time Draft from your bank account. This One-Time Draft will occur on the same day of the month as your recurring ACH (chosen above) and will be for one full contractual monthly payment.
- Any electronic draft attempt by Selene that is not honored by your banking institution shall deem this ACH Debits Agreement null and void and your account may be removed from the ACH program.

☐ **Option B Bi-Weekly Payments** This option will draft an installment equal to half of your monthly contractual payment every fourteen (14) days. Note: ELOC Accounts are not eligible for this option.

- A total of twenty-six (26) installments will be applied as twelve (12) contractual payments and two (2) principal reductions each calendar year. The two (2) principal reductions are half of a contractual payment.
- To begin bi-weekly payments this completed form must be received ten (10) days before your payment due date. In addition to your account being current, it must be pre-paid by one full contractual monthly payment.
- The first installment will be drafted on the first Friday of the same month the ACH drafting begins.
- The first installment drafted will be held in the account's Suspense Account until the second installment is drafted. The full contractual payment will then be applied to your account the next business day.
- In a month that has three (3) installments drafted, the third (3rd) draft amount will be applied to reduce the principal balance of your account. This occurs in two (2) months each calendar year.
- Any electronic draft attempt by Selene that is not honored by your banking institution, shall deem this ACH Debits Agreement null and void and your account may be removed from the ACH program.

☐ **Additional Principal Payment** In addition to the monthly contractual payment due under my (our) account, I (we) wish to have additional funds taken with each contractual payment to be applied to PRINCIPAL. If YES, enter AMOUNT \$ \_\_\_\_\_. For Option B a principal payment will be divided into two (2) one-half payments and drafted along with each of your one-half contractual payments.

- This authority to perform electronic transfers is to remain in full force and effect until Selene has received written notification from me (or either of us) of its termination in time to afford Selene a reasonable opportunity to act on it, but in no event less than thirty (30) business days prior to the applicable draft date.
- Until such request is received by Selene, I (we) agree that Selene shall be fully protected in complying with the terms of this agreement. If your account should become delinquent in excess of thirty-one (31) days, your account may be removed from the ACH program and you will be required to cure any default and re-qualify for the ACH program.
- I (we) acknowledge that if I (we) enter into litigation with regard to an account secured by this property or file for protection under the US Bankruptcy Code, this agreement will immediately become null and void.

Signature(s) as they appear on the promissory note:

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
CO-MORTGAGOR

\_\_\_\_\_  
Date



### Common Reasons for Rejection

- Account holder did not indicate a draft date on form.
- Account is not sufficiently pre-paid.
- Agreement is not executed and/or dated.
- Active bankruptcy case – drafting is not available on accounts in bankruptcy.
- Certain banks, such as BOA, Chase and Wells Fargo have multiple ABA/Routing numbers, therefore, Selene must have something from the Account holder's bank indicating the bank Routing/ABA Number, account number and the Account holder's name on the account.

Selene Finance LP  
P.O. Box 422039  
Houston, TX 77242-4239  
Fax: (866) 926-5496  
Attn: Customer Service


Selene Finance  
Temporary Payment  
Remittance Coupon

HEATHER PIZZA  
CHRISTOPHER PIZZA  
1245 WHITEHORSE-MERCERVILLE RD  
SUITE 412  
TRENTON, NJ 08619

Additional Principal:\$ \_\_\_\_\_

Escrow/Other/Fees:\$ \_\_\_\_\_

Total Enclosed:\$ \_\_\_\_\_

Selene Account No.:   
Payment Amount: \$1,683.08  
Due Date: 09/01/2016

Send Payment to:  
Selene Finance  
P. O. Box 71243  
Philadelphia, PA 19176-6243



Rev. September 2018

FACTS	WHAT DOES MTGLQ INVESTORS, L.P. DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and payment history</li> <li>▪ Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MTGLQ Investors, L.P. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MTGLQ Investors, L.P. share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	MTGLQ Investors, L.P., 2001 Ross Avenue, Suite 2800, Dallas, TX 75201	

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What we do	
<b>How does MTGLQ Investors, L.P. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does MTGLQ Investors, L.P. collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for a loan or use your credit or debit card information</li> <li>• Pay your bills or provide employment information</li> <li>• Show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial institutions in the Goldman Sachs group of companies. <i>MTGLQ Investors, L.P. does not share with affiliates so they can market to you.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MTGLQ Investors, L.P. does not share with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>MTGLQ Investors, L.P. doesn't jointly market.</i></li> </ul>